

**AGREEMENT FOR  
FUEL TANK CLEANING SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Ring Power Corporation, a Florida corporation whose address is 500 World Commerce Pkwy, St. Augustine, FL 32092, and whose federal tax identification number is 59-0934246, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase fuel tank cleaning services from the Vendor in connection with "Fuel Tank Cleaning for Lee County" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B170267DKR on July 21, 2017; and,

**WHEREAS**, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

**WHEREAS**, the County posted a Notice of Intended Decision on October 13, 2017 and,

**WHEREAS**, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

**NOW, THEREFORE**, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

**I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. #B170267DKR, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

**II. TERM AND DELIVERY**

A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue on an as needed basis for a one-year period. This Agreement may be extended upon the mutual

written approval of both the County and the Vendor for up to three additional, one-year periods.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

### **III. COMPENSATION AND PAYMENT**

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. B170267DKR, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

### **IV. METHOD OF PAYMENT**

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

**V. ADDITIONAL PURCHASES**

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

**VI. LIABILITY OF VENDOR**

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

**VII. VENDOR'S INSURANCE**

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.

- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

#### **VIII. RESPONSIBILITIES OF THE VENDOR**

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
  - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the

cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, [publicrecords@leegov.com](mailto:publicrecords@leegov.com); <http://www.leegov.com/publicrecords>.**

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

**IX. OWNERSHIP OF PRODUCTS**

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

**X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

**XI. COMPLIANCE WITH APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

**XII. TERMINATION**

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

**XIII. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

**XIV. STOP WORK ORDER**

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI. The notice period for such termination shall be

deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

#### **XV. VENDOR WARRANTY**

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

#### **XVI. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.



- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

County's Representatives:

<p>Name: <u>Alan Thomas</u></p> <p>Title: <u>VP/Governmental Sales</u></p> <p>Address: <u>10421 Fern Hill Dr.</u> <u>Riverview, FL 33578</u></p> <p>Telephone: <u>813-671-3700</u></p> <p>Facsimile: <u>813-672-6680</u></p> <p>E-mail: <u>Alan.thomas@ringpower.com</u></p>	<p>Names: <u>Roger Desjarlais</u>      <u>Mary Tucker</u></p> <p>Titles: <u>County Manager</u>      <u>Director of Procurement Management</u></p> <p>Address: <u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u></p> <p>Telephone: <u>239-533-2221</u>      <u>239-533-8881</u></p> <p>Facsimile: <u>239-485-2262</u>      <u>239-485-8383</u></p> <p>E-Mail: <u><a href="mailto:rdesjarlais@leegov.com">rdesjarlais@leegov.com</a></u>      <u><a href="mailto:mtucker@leegov.com">mtucker@leegov.com</a></u></p>
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- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. County's Purchase Order
3. Solicitation No. B170267DKR
4. Vendor's Submittal in Response to Solicitation No. B170267DKR

[The remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: 

Print Name: Debra Dacken

**RING POWER CORPORATION**

Signed By: 

Print Name: Alan Thomas

Title: VP/Governmental Sales Director

Date: 03/12/18

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY:   
CHAIR

DATE: 3-28-18

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY:   
DEPUTY CLERK

Commissioner Cecil L Pendergrass  
Lee County Board of County Commissioners  
District 2

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

BY:   
OFFICE OF THE COUNTY ATTORNEY



# EXHIBIT A SCOPE OF SERVICES

Ver 11/07/2016

## SCOPE OF WORK AND SPECIFICATIONS

Lee County requires the services of a qualified Contractor(s) to provide all labor, materials and equipment to clean, test, analyze, and polish diesel fuel for fixed and portable generators, in above ground fuel storage tanks and diesel fire pumps. All work performed under this bid will be on an as needed basis. Lee County makes no guarantee of work to be performed under this bid.

### 1. General Requirements

- 1.1 Contractor shall provide all supplies, materials, parts, tools meters, manuals and equipment, sufficient to perform this work.
- 1.2 Contractor shall provide emergency service twenty-four (24) hours a day, seven days a week.
- 1.3 The Contractor shall have all required licenses to perform the work.

### 2. Testing/Audit process

- 2.1 Complete a field report of the fuel and covered equipment's condition, including, but not limited to; emergency vents, vent tube, fuel gauge, fill cap, drop/fill tubes, and gaskets.
- 2.2 Take a fuel sample from the bottom part of the tank and conduct an interior video inspection of tank.
- 2.3 Provide an analysis report  
Analysis testing to include:
  - Bacteria, sediment & water % volume
  - API Gravity @ 60F
  - IBP ASTM D86
  - Distillation % recovered at 10%, 50% and 90%
  - End point
  - % residue
  - Cetane
  - Sulfur (in ppm)
  - Bacteria
- 2.4 The Vendor shall supply all analysis results to the County designee, this includes pre samples. The County designee will decide if fuel polishing by filtering the fuel or by fuel extraction is required. If fuel extraction is required vendor must possess all licenses and current certification required by any governing bodies.

### 3. Fuel Cleaning/Polishing

- 3.1 Fuel Polishing(filtering the fuel)  
A complete a six stage closed loop filtration system to include:
  - 0.5/1 micron bag filter under suction
  - (3) 1 micron bag filters under suction
  - Filtration from 1 to 0.5 micron canister; under pressure
  - Oil/water separation through coalescing unit; under pressure
  - Final pass through (2) water absorption filters
- 3.2 Remove water, microbiological growth and sludge contamination from covered equipment
- 3.3 Add bacterial and fungal growth inhibitor

## **EXHIBIT A SCOPE OF SERVICES**

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3.4 Properly dispose of sludge, waste and waste associated to the service

3.5 Verify proper operation

3.6 The Vendor shall sample the bottom of the tank after the filtering is complete to verify all contaminants have been removed and an analysis will be done of the fuel checking the following:

- Octane and cetane levels
- Particulate levels
- Microbe test
- A fuel sample will be sent to a third party laboratory for additional ASTM Analysis.

3.7 If fuel and waste is extracted from a fuel tank, it is considered hazardous waste and only to be handled by a company authorized to do so. All hazardous waste must be disposed of at an approved and regulated facility.

#### **4. Departments**

4.1 Each Department has different needs and the schedules as listed below:

##### **4.2 Utilities**

Testing is required on diesel fuel tanks over 1000 gallons every six months.  
Fuel polishing is on an as needed basis.

##### **4.3 Facilities Construction & Management**

Testing is required on diesel fuel tanks over 500 gallons annually.  
Fuel polishing is on an as needed basis with the exception of the following locations:  
These facilities will receive fuel polishing immediately after the fuel test.  
Emergency Operations Center  
Public Safety Building  
Emergency Communication Center

##### **4.4 Fleet**

Fuel testing and polishing will be on an as needed basis for the fuel tanks at the Fleet facility.  
Fuel testing for the back up generators will be annually.  
Fuel Polishing for the back up generators will be on an as needed basis

#### **5. Invoices**

5.1 Invoices must include the following:

- Department
- P.O. Number
- Work Site
- Address
- The body of the invoice shall state the detailed work completed.

#### **6. Hours of Operation**

6.1 Fuel tanks shall be tested and cleaned Monday through Friday 7 AM to 5 PM. Departments can schedule outside this timeframe depending on the need.

## **EXHIBIT A SCOPE OF SERVICES**

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### **7. Sites**

7.1 Sites and fuel tanks may be added or deleted to this contract. List of tanks attached as Attachment 1. All Gallon capacities referenced in Attachment 1 represent tank capacity and should not be considered to be representative of actual gallon of fuel contained therein or to be cleaned.

End of Scope of Work and Specifications Section

## EXHIBIT A SCOPE OF SERVICES

ATTACHMENT 1

<u>Site#</u>	<u>Facility Name/Address, City, State, Zip</u>	<u>Site #</u>	<u>Tank #</u>	<u>AST/UST</u>	<u>Install Year</u>	<u>Capacity</u>	<u>Contents</u>
	Lee Crty-Dept Of Trans & Engin #1 190 Evergreen Rd North Fort Myers, FL 33903	1	1	AST	2004	5,200	Unleaded Gas
		1	2	AST	2004	5,200	Vehicular Diesel
	Lee Crty-Corkscrew Wtp 16101 Alico Rd Fort Myers, FL 33913	2	1	AST	1991	2,000	Emerg Generator Diesel
		2	2	AST	1996	6,000	Emerg Generator Diesel
	Lee Crty AWWTP-Fiesta Village 1366 San Sautil Dr Fort Myers, FL 33919	3	1	AST	2012	2,000	
		3	2	AST	2015	4,600	Emerg Generator Diesel
	Lee Crty Wtp- Waterway 4271 Saint Clair Ave W North Fort Myers, FL 33903	4	1	AST	1985	1,800	
		4	2	AST	2012	2,000	Emerg Generator Diesel
	Lee Crty WTP-Green Meadows Reeves Rd Fort Myers, FL 33912	5	1	AST	2007	6,000	Emerg Generator Diesel
	Lee Crty Util-S Water Dist 6500 South Ponte Blvd Fort Myers, FL 33333	6	1	AST	1997	1,000	Emerg Generator Diesel
	Lee Crty Util-Orla WTP 1450 Warner Dr Alva, FL 33920	7	1	AST	1998	6,000	Emerg Generator Diesel
	Lee Crty Util-N Water Dist 7351 Samville Rd North Fort Myers, FL 33902	8	1	AST	1998	6,000	
	Lee Crty-WW Collection Pump Stat #482, Sr 80 Fort Myers, FL 33905	9	1	AST	1997	2,000	Emerg Generator Diesel
	Lee Crty-WW Collection Pump Stat #480 Bellard Rd & Markland Fort Myers, FL 33916	10	1	AST	1997	3,000	Emerg Generator Diesel

## EXHIBIT A SCOPE OF SERVICES

### ATTACHMENT 1

Lee Crty-Ww Collection Pump Stat #481 SR 80 & Louise St Fort Myers, FL 33905	11	1	AST	1997	2,000 Emerg Generator Diesel
Lee Crty Justice Ctr 1700 Monroe St Fort Myers, FL 33902	12	1	UST	2005	15,000 Emerg Generator Diesel
	12	2	UST	2003	6,000 Emerg Generator Diesel
Lee Crty-Vehicle Maint 2855 Van Buren St Fort Myers, FL 33901	13	1	UST	1991	10,000 Unleaded Gas
	13	2	UST	1991	4,000 Vehicular Diesel
	13	3	UST	1991	10,000 Waste Oil
	13	4	AST	2005	1,000 Emerg Generator Diesel
	13	5	AST	2007	1,000 New/Lube Oil
Lee Crty Lehigh Depot 6501 Industry Ave Lehigh Acres, FL 33906	14	1	AST	1993	500 Unleaded Gas
	14	2	AST	1993	2,000 Vehicular Diesel
Lee Crty-Solid Waste Resource Recovery Fac 10500 Buckingham Rd Fort Myers, FL 33905	15	1	AST	1994	1,000 Vehicular Diesel
	15	2	AST	2010	10,000 Vehicular Diesel
	15	3	AST	2010	2,000 Unleaded Gas
Midpoint Toll Plaza 1930 SE 23rd Ter Cape Coral, FL 33990	16	1	AST	1997	1,000 Emerg Generator Diesel
Lee Crty-WWTP 17155 Pine Ridge Rd Fort Myers, FL 33931	17	1	AST	1999	10,000 Emerg Generator Diesel
Lee Crty Dot-operations Ctr 5560 Zip Dr Fort Myers, FL 33905	18	1	AST	2004	10,000 Unleaded Gas
	18	2	AST	2000	10,000 Vehicular Diesel
Lee Crty-Pine Island WWTP 6928 Stringfellow Rd St James City, FL 33956	19	1	AST	2001	2,175 Emerg Generator Diesel
Lee Hendry Regional Solid Waste Disposal Fac 5500 Church Rd Felda, FL 33930	20	1	AST	2002	8,000 Vehicular Diesel
	20	2	AST	2015	8,000 Vehicular Diesel



## EXHIBIT A SCOPE OF SERVICES

ATTACHMENT 1

Lee City-Three Oaks Wwtp 18521 Three Oaks Pkwy Estero, FL 33928	21	1	AST	1994	250
	21	2	AST	2000	150
	21	3	AST	2003	1,400
Lee City-Pinewoods Wtp 11950 Corkscrew Rd Estero, FL 33928	22	1	AST	2008	7,200 Emerg Generator Diesel
	22	2	AST	2003	1,400
Lee City-Gateway Wwtp 13240 Griffin Drive Fort Myers, FL 33913	23	1	AST	1999	1,000
	23	2	AST	2010	6,000 Emerg Generator Diesel
Lee City-Medical Examiner 70 Danley Dr Fort Myers, FL 33933	24	1	AST	2004	2,500 Emerg Generator Diesel
Lee City-WW Collection Pump Station #263 806 South St Fort Myers, FL 33931	25	1	AST	2003	1,000 Emerg Generator Diesel
Cape Coral City Toll Plaza 10100 College Pkwy Fort Myers, FL 33931	26	1	AST	2007	1,000
Lee City Public Safety Bldg 14750 Six Mile Cypress Pky Fort Myers, FL 33912	27	1	AST	2007	10,000 Emerg Generator Diesel
Lee City Stockade 2501 Ortiz Ave Fort Myers, FL 33905	28	1	AST	2001	2,000 Emerg Generator Diesel
	28	2	AST	2008	8,000 Emerg Generator Diesel
	28	3	AST	2004	5,200 Emerg Generator Diesel
Lee City-Gun Range Site B 6570 East Ave Fort Myers, FL 33905	29	1	AST	2005	2,000 Emerg Generator Diesel
Lee City Boca-Airport Haul Reservoir 16000 Airport Haul Rd Fort Myers, FL 33912	30	1	AST	2005	6,000 Emerg Generator Diesel
	30	2	AST	2009	6,000 Emerg Generator Diesel
Lee City-North Lee City Ro Wtp 18250 DuRance Rd North Fort Myers, FL 33917	31	1	AST	2005	12,000 Emerg Generator Diesel
	31	2	AST	2005	3,000 Emerg Generator Diesel
	31	3	AST	2011	4,500 Emerg Generator Diesel

## EXHIBIT A SCOPE OF SERVICES

ATTACHMENT 1

Lee Crty-Emerg Oper Ctr 2665 Ortiz Ave Fort Myers, FL 33905	32	1	AST	2016	1,845	Emerg Generator Diesel
	32	2	AST	2012	12,000	Emerg Generator Diesel
	32	3	AST	2012	12,000	Emerg Generator Diesel
	32	4	AST	2012	12,000	Emerg Generator Diesel
Lee Crty-Sanibel Toll Fac 18700 McGregor Blvd Fort Myers, FL 33908	33	1	AST	2007	1,000	Generator/Pump Diesel
	34	1	AST	2009	6,000	Unleaded Gas
Lee Crty Becc - Pine Ridge Rd Govt Complex 15960 Pine Ridge Road Fort Myers, FL 33908	34	1	AST	2009	6,000	Unleaded Gas
	34	2	AST	2009	6,000	Generator/Pump Diesel
Lee Crty Administration East 2201 Second Street Fort Myers, FL 33901	35	1	AST	2009	3,000	Emerg Generator Diesel
	36	1	AST	2009	500	Diesel/Unleaded Gasoline
Lee County 5 Plex Player Development Facility 4301 Edison Ave Fort Myers, FL 33916	37	1	AST	2009	1,475	Emerg Generator Diesel
	38	1	AST	2009	300	Diesel
Public Works Bldg 1500 Monroe Street Fort Myers, FL 33901	39	1	AST	2009	500	Diesel
	40	1	AST	2010	1,400	Emerg Generator Diesel
Lee County Constitutional Bldg 2480 Thompson Street Fort Myers, FL 33901	41	1	AST	2006	366	Emerg Generator Diesel
	42	1	AST	2005	600	Emerg Generator Diesel
Lee Crty Admin Bldg 2115 Second Street Fort Myers, FL 33901						
Lee Crty-San Carlos Wwtp 1807.6 Cypress Point Rd Fort Myers, FL 33957						
Lee Crty Booc-Lift Stat #2237 17061 John Morris Rd						

## EXHIBIT A SCOPE OF SERVICES

### ATTACHMENT 1

Fort Myers, FL 33908							
Lee Crty Booc-Lift Stat #3345 12720 Metro Pkwy Fort Myers, FL 33966	43	1	AST	2012	600	Emerg Generator Diesel	
Lee Crty Booc-Lift Stat #6600 779 Pondella Rd Fort Myers, FL 33903	44	1	AST	2012	1,000	Emerg Generator Diesel	
Lee Crty Booc-Lift Stat #4467 4481 Underwood Drive Fort Myers, FL 33905	45	1	AST	2013	600	Emerg Generator Diesel	
Nfm Rec Ctr 2000 N Recreation Pkwy North Fort Myers, FL 33903	46	1	AST	2013	600	Emerg Generator Diesel	
	46	2	AST	2013	3,000	Emerg Generator Diesel	
Lee Crty Emer Opr-Bonta Springs Ymca 27200 Kent Road Bonta Springs, FL 34135	47	1	AST	2003	750	Emerg Generator Diesel	
Lee Tran-Admin-Oper & Maint Facility 3401 Metro Parkway Fort Myers, FL 33901	48	1	AST	2014	20,000	Vehicular Diesel	
	48	2	AST	2014	20,000	Vehicular Diesel	
	48	3	AST	2014	10,000	Unleaded Gas	
	48	4	AST	2014	10,000	Emerg Generator Diesel	
	48	5	AST	2014	1,000	Waste Oil	
Lee Crty Trans System 6035 Landing View Rd Fort Myers, FL 33905	49	1	AST	1993	1,000	Waste Oil	
	49	2	AST	1996	4,000	Unleaded Gas	
	49	3	AST	1996	20,000	Vehicular Diesel	
Estero Recreation Center 9200 Corkscrew Palms Blvd Estero, FL 33928	50	1	AST	2005	3,000	Emerg Generator Diesel	
Lee Booc-Emer Opr-Gemain Arena 11000 Everblades Pkwy Estero, FL 33928	51	1	AST	2015	4,000	Emerg Generator Diesel	

**EXHIBIT B  
FEE SCHEDULE**

The County shall pay the Vendor for actual work performed according to the following fee schedule:

Tank Size (Gallon)	Audit/Test Cost	Analysis Reports	Cleaning/Polishing Plus Inhibitor/Final Analysis	Disposal Fee
0-500	\$475.00	Included	\$760.00	\$1.50 per gallon
500-1000	\$475.00	Included	\$1,145.00	\$1.50 per gallon
1001-2,500	\$475.00	Included	\$1,620.00	\$1.50 per gallon
2,500-4,000	\$475.00	Included	\$2,250.00	\$1.50 per gallon
4001-7,000	\$475.00	Included	\$2,700.00	\$1.50 per gallon
7,001-9,000	\$475.00	Included	\$3,025.00	\$1.50 per gallon
9,001-10,500	\$475.00	Included	\$3,500.00	\$1.50 per gallon
10,501-12,000	\$475.00	Included	\$3,750.00	\$1.50 per gallon
12,001-14,000	\$475.00	Included	\$4,250.00	\$1.50 per gallon
14,000-16,500	\$475.00	Included	\$4,980.00	\$1.50 per gallon
20,000	\$475.00	Included	\$5,630.00	\$1.50 per gallon

<b>Biocide Additives</b>	
Brand of Biocide: Ten Thirty Two	
Type of Biocide: Inhibitor	
Treat Rate: 1 oz./ 100 gallons	
<b>Description</b>	<b>Price</b>
Biocide Treatment per 100 gallons of fuel treated:	\$45.00 Ounce Outside of Cleaning

Name of Disposal Site: Ring Power Corporation

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease – policy limit

***\*The required minimum limit of liability shown in a., b., and c. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

**Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. The certificate holder shall read as follows:

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902

b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an **“Additional Insured”** on the General Liability policy, including Products and Completed Operations coverage.

**Special Requirements:**

1. An appropriate **“Indemnification”** clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.